

**SERIAL 06063 IGA TRAVEL SERVICES**

**DATE OF LAST REVISION: June 13, 2006 CONTRACT END DATE: June 30, 2007**

**CONTRACT PERIOD BEGINNING JUNE 01, 2006  
ENDING JUNE 30, 2007**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRAVEL SERVICES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State University Office Contract ASU #280517. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0603444**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



## AGREEMENT FOR TRAVEL SERVICES BETWEEN

### ADTRAV CORPORATION AND ARIZONA STATE UNIVERSITY

THIS AGREEMENT (Agreement) is effective as of the 27th day of May 2005 by and between Arizona State University (Client), and ADTRAV Corporation (Agency), both of which are collectively referred to in this Agreement as "parties", reference Arizona State University's RFP #280517.

WHEREAS, Client desires to utilize the services of Agency in providing and making travel arrangements for the staff and employees of Client, and whereby Client refers to the "Arizona Agencies" under this contract, to include the three Arizona State Universities (Arizona State University, Northern Arizona University and the University of Arizona), the State of Arizona and other agencies that may opt to utilize this contract through affiliation of cooperative agreements that may exist, and

WHEREAS, Agency has represented that it has experience and personnel competent to undertake this service:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the parties mutually agree as follows:

1. **NATURE OF SERVICES AND WORK PRODUCT.** Client hereby engages Agency to act as its primary travel agency in connection with business travel of the staff and employees of Client and affiliated State of Arizona government entities. Agency will issue tickets and travel documents for airline travel, provide hotel and car rental reservations and provide for the other travel needs of Client as requested.
2. **TERM OF AGREEMENT.** This Agreement is for an initial term of two years through June 30, 2007 with annual renewal options of up to three (3) additional years for a total of five (5) years, beginning May 27, 2005.
3. **TRANSACTION FEE.**

#### Transaction Fee – Full Service

The Agency Transaction Fee shall be equal to thirty two and 00/100 dollars (\$32.00) per "transaction" for all reservations initiated and ticketed by the Agency. The transaction fee shall be billed together with the airfare to the traveler's credit card, Client's centrally billed credit card or as mutually agreed by Agency and Client.



#### Transaction Fee – E-Rez (Touchless)

The Agency Transaction Fee shall be equal to nine and 00/100 dollars (\$9.00) per "transaction" for all reservations initiated in the E-Rez system and not involving an agent in any phase of the reservation process. The fee for hotel/car only made in the E-Rez system shall be equal to five and 00/100 dollars (\$5.00) per transaction.

#### Transaction Fee – E-Rez (Agent Assisted)

The Agency Transaction Fee shall be equal to fifteen and 00/100 dollars (\$15.00) per "transaction" for all reservations initiated in the E-Rez system and requiring the assistance of an agent in any phase of the reservation process.

#### E-Rez Booking Engine Fees

The E-Rez booking engine fees shall be charged at the time of ticketing and are in addition to the appropriate transaction fee.

Domestic air	\$5 per booking
International air	\$5 per booking
Hotel or Car only	\$5 per booking

#### E-Rez Fees Implementation Fee

Client agrees to pay a software implementation fee of \$2,500 per site for customization of the E-Rez system.

#### E-Rez Fees Monthly Maintenance Fee

Client agrees to pay a monthly software and maintenance fee of \$100 per site. However, Agency agrees to waive this monthly fee for the first twelve (12) months of the agreement.

For the purpose of this Agreement, the term "transaction" will mean an actual airline ticket or train ticket generated by Agency for Client for travel using any means and reported to the Airline Reporting Corporation (ARC) or an airline directly. Airline or train tickets issued by Agency and later "refunded" or "voided" in whole or in part will be considered a transaction. The processing of a "refund" or "void" will not be considered as a transaction.

4. OBLIGATIONS AND COVENANTS OF CLIENT. Client agrees, during the term of this Agreement, as follows:



- A. Client agrees to use Agency as its primary provider of travel agency services during the term of this Agreement.
  - B. Client shall use the credit card charge system of their choice for all corporate air travel bookings made through Agency.
5. OBLIGATIONS AND COVENANTS OF AGENCY. Agency agrees, during the term of this Agreement, as follows:
- A. Agency shall provide client with all airline, hotel, and car rental reservations and ticketing and shall use its best efforts to obtain such bookings in the most economical and efficient manner possible.
  - B. Agency agrees to process all refunds as soon as they are received at Agency's Birmingham location and shall process all exchange transactions upon receipt.
  - C. Agency agrees to provide monthly management reports
  - E. Agency agrees to provide Client the services outlined in the Travel Management Proposal attached to this agreement as an addendum.
6. WAIVERS. Waiver by either Party of breach of any provision of this Agreement shall not operate to be construed as waiver of any other provision of this Agreement and/or waiver of any subsequent breach.
7. ENTIRE AGREEMENT AND MODIFICATION. This instrument contains the entire Agreement between the parties. This Agreement may not be changed orally, but only upon an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
8. ASSIGNMENT. This Agreement may only be assigned by either party upon the prior written consent of the other party.
9. SEVERABILITY. If any provision of portion of this Agreement shall be, for any reason, invalidated or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carry into effect, unless to do so would clearly violate the present legal and valid intention of the parties.
10. NONDISCLOSURE. See Addendum #1 – Arizona State Agency Provisions
11. SUBSEQUENT ACTS. The parties retain the right to renegotiate the transaction fees should the airlines or other travel providers make any



changes or alterations to the revenue or services offered to Agency. This renegotiation must take place within fifteen (15) days of the notification of Client of the changes. In addition, Agency and Client may agree on additional fees to be paid to agency in return for enhanced or additional services not currently covered by this agreement.

12. **GOVERNING LAWS.** The terms of this Agreement shall be governed by and construed under the laws of the State of Arizona, without giving effect to conflicts of law principles.
13. **TERMINATION.** Notwithstanding anything provided in this Agreement to the contrary, Client, shall have the right to terminate this Agreement upon 60 days written notice in the event Agency, fails to provide, to the sole satisfaction of Client, the services set forth in paragraph 5. Agency shall have the right to terminate this Agreement upon 60 days written notice in the event that Client fails to abide by the covenants set forth in paragraph 4.
14. **INDEMNIFICATION/LIMITATION OF DAMAGES.** Addendum #1 – Arizona State Agency Provisions
15. **TIMELY PAYMENTS.** The parties agree that timely payments under this agreement are essential to the optimum delivery of travel services. Therefore, if any invoices remain unpaid after thirty (30) days, the affected party shall be entitled to collect reasonable and customary interest on the unpaid amount.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first date written above.

ADTRAV CORPORATION

Roger E. Hale  
President

6/6/05  
Date

The Arizona Board of Regents  
For and on the behalf of  
ARIZONA STATE UNIVERSITY

Name GINA E. WEBBER  
Title ASSOCIATE DIRECTOR,  
PURCHASING & BUSINESS SERVICES

06/03/05  
Date

**ADDENDUM #1, ARIZONA STATE AGENCY PROVISIONS**

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Conflict of Interest.** This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of any other party to this Agreement.
3. **Arbitration.** Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
4. **Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
5. **Contractor's Records.** To the extent required by Section 35-214, Arizona Revised Statutes, Contractor agrees to retain all records relating to this Agreement. Contractor agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to the contractor.
6. **Failure of Legislature to appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Contractor and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.
7. **Confidentiality.** Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution, and as such is subject the Arizona Public Records Act, Section 39-101, et seq, Arizona Revised Statutes. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. The University agrees to keep confidential any and all information and/or documents designated as confidential or proprietary by the other party to the fullest extent permitted by law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the University will notify the other party as soon as possible.
8. **Indemnification.** Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution and any indemnification or hold harmless provision provided by the University is limited as required by State law, including without limitation Article 9, Section 7 of the Arizona Constitution and Sections 35-154 and 41-621, Arizona Revised Statutes. The University's liability under any claim for indemnification is limited to claims for property damage, personal injury, death, or copyright or patent infringement damages caused by acts or omissions of University employees or students.

CONTRACTING PARTY:  
ADTRAV

THE ARIZONA BOARD OF REGENTS  
For and on behalf of  
ARIZONA STATE UNIVERSITY:

By [Signature]  
Title President

By [Signature]  
Title ASSOCIATE DIRECTOR, PURCHASING  
& BUSINESS SERVICES